

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

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In the Matter of)

DEC 17 2001

Application of Verizon New England, Inc.,)

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OFFICE OF THE SECRETARY

Bell Atlantic Communications, Inc.)

(d/b/a Verizon Long Distance), NYNEX)

Long Distance Company (d/b/a Verizon)

Enterprise Solutions), Verizon Global)

CC Docket No. 01-324

Networks, Inc., and Verizon Select Services)

Inc. for Authorization To Provide)

In-Region, InterLATA Services)

in Rhode Island)

**COMMENTS OF
CTC COMMUNICATIONS CORP.**

EXHIBIT A

**Declaration of CTC Communications Corp.
In Rhode Island Public Utilities Commission
Docket No. 3363**

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

THE WASHINGTON HARBOUR
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116

EDWARD W. KIRSCH
DIRECT DIAL (202) 424-7877
EWKIRSCH@SWIDLAW.COM

TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 973-0111 FAX (212) 991-9598

September 7, 2001

VIA OVERNIGHT DELIVERY AND EMAIL

Luly E. Massaro
Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

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U.S. DEPARTMENT OF JUSTICE

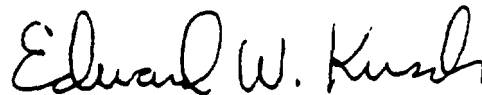
Re: Docket No. 3363 – Verizon 271 Application

Dear Ms. Massaro:

Enclosed for filing please find an original, nine copies and one unbound copy of CTC Communications Corp.'s ("CTC") Declaration with regard to the above referenced docket. Also, an extra copy of the Declaration and a self-addressed envelop have been provided. Please, return a date-stamped copy of CTC's Declaration in the enclosed envelop.

Thank you for your assistance in this matter.

Very truly yours,



Edward W. Kirsch
Counsel for CTC Communications Corp.

Enclosures

cc: Attached Service List

**STATE OF RHODE ISLAND
BEFORE THE
PUBLIC UTILITIES COMMISSION**

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DEC 17 2001

State of Rhode Island
Office of the Public Utilities Commission

Verizon New England, Inc. d/b/a)
Verizon Rhode Island, Section 271 of)
The Telecommunications Act of 1996)
Compliance Filing)

Docket No. 3363

DECLARATION OF CTC COMMUNICATIONS CORP.

INTRODUCTION

On or about July 26, 2001, Verizon New England, Inc. d/b/a Verizon Rhode Island ("Verizon") filed its Compliance Filing in the above referenced proceeding with the Rhode Island Public Utilities Commission ("Commission"). In its Compliance Filing, Verizon seeks a favorable recommendation from the Commission on its application to provide in-region interLATA services originating in Rhode Island pursuant to Section 271(d)(2)(B) of the Telecommunications Act of 1996.¹ Pursuant to the Commission's Guidelines for Section 271 Proceedings, dated August 3, 2001, and Procedural Schedule for Docket No. 3363, CTC Communications Corp. hereby submits its Declaration regarding Verizon's Compliance Filing and its compliance with the market opening measures embodied in the fourteen point Competitive Checklist of the Act.²

¹ Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 153 (1996), at § 271(c)(2)(B) ("Act"); 47 U.S.C. § 271(d)(2)(B).

² 47 U.S.C. § 271(c)(2)(B)(i-xiv) ("Competitive Checklist").

THE DECLARANTS

1. My name is Russell Oliver. My business address is 220 Bear Hill Road, Waltham, MA 02451. I am employed by CTC as Vice President – Network Engineering and Operations. My responsibilities include network design and engineering, capacity planning, deployment of CTC's state-of-the-art fiber-optic network, collocation, data center operations, and 24 by 7 engineering support.

2. My name is Michael H. Donnellan. My business address is 220 Bear Hill Road, Waltham, MA 02451. I have been employed by CTC since 1988 in a number of positions. I was named Vice President Operations for CTC in 1995. In that position my responsibilities include oversight of electronic OSS interfaces with Verizon, CTC customer care, provisioning, and carrier relations.

3. My name is Mark Handy. My business address is 360 Second Avenue, Waltham, MA 02451. I am employed by CTC as Revenue Assurance Manager. My responsibilities include validating vendor invoicing to CTC for accurate rates and charges as well as ensuring that CTC is recouping either revenue or credit, as appropriate, for all charges incurred.

4. My name is David Charbonneau. My business address is 335 Bear Hill Road, Waltham, MA 02451. I have been employed with CTC for approximately three years, and have held several positions at CTC. Presently, I am CTC's Associate Vice President of Deployment. In this capacity, I am responsible for overseeing the build out of CTC's fiber infrastructure and collocation arrangements.

COMPETITIVE CHECKLIST ITEM 1 - INTERCONNECTION

5. Section 271(c)(2)(B)(i) of the Act requires that a Bell operating company, including Verizon, that seeks authority to provide in-region interLATA services, must provide

interconnection arrangements in accordance with the requirements of Sections 251(c)(2) and 251(c)(6).³ More specifically, Competitive Checklist Item 1 requires Verizon to provide collocation “on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements.”⁴ Verizon maintains that its Checklist Declaration demonstrates that it “is in compliance with the requirements” of Competitive Checklist Item 1 through the “multiple collocation offerings” and collocation procedures that it makes available to CLECs in Rhode Island through its tariffs and interconnection agreements.⁵

6. More specifically, in its Checklist Declaration, Verizon boasts that it “has developed and implemented comprehensive methods and procedures to ensure that it provides CLECs with quality collocation arrangements.”⁶ Verizon notes that these procedures “include coordination of Collocation Acceptance Meetings (“CAMs”) with CLECs at the time [Verizon] turns over collocation arrangements to them for installation of their equipment.”⁷

7. Contrary to Verizon’s assertions, Verizon’s actual collocation performance and procedures do not comply with the requirements of its tariffs, the Act, and Competitive Checklist Item 1. More specifically, as discussed in detail below, Verizon’s practices regarding a CLEC’s termination and turnover of collocation space arrangements and related billing do not comport with its tariffs, the Act and Competitive Checklist Item 1.

³ 47 U.S.C. § 271(c)(2)(B)(i) (“Competitive Checklist Item 1”).

⁴ 47 U.S.C. § 251(c)(6); *Verizon New England, Inc., d/b/a Verizon Rhode Island, Section 271 of the Telecommunications Act of 1996 Compliance Filing, Verizon’s Checklist Declaration*, at ¶ 58 (July 26, 2001) (“Checklist Declaration”).

⁵ Checklist Declaration, at ¶¶ 59, 63.

⁶ Checklist Declaration, at ¶ 85.

⁷ *Id.*

8. In November, 1999, CTC submitted approximately 126 collocation applications to Verizon for physical collocation space in six states including Massachusetts, Maine, New Hampshire, New York, Vermont and Rhode Island. CTC ordered these collocation arrangements pursuant to Verizon's FCC Tariff No. 11 for expanded interconnection.⁸

9. In April, 2000, CTC initiated discussions with Verizon to terminate many of these collocation arrangements. On December 18, 2000, CTC and Verizon conducted a formal meeting at CTC's Offices at 220 Bear Hill Road, Waltham, MA regarding the termination of many of CTC's collocation arrangements. CTC and Verizon continue to discuss these matters and conducted negotiations as recently as September 4, 2001.

10. Despite CTC's good faith efforts to resolve the matter, not only has Verizon improperly continued to demand payment for non-recurring charges⁹ related to the collocation arrangements that were never turned over to CTC, including the following two (2) Rhode Island collocation arrangements, 789 North Boadway, East Providence, CCLI EPRVRINB and 1096 Broad Street, Providence, CLLI PRVDRIBR, but to date, Verizon has also assessed late fees in excess of \$10,000.00 on the disputed charges associated with these two collocation arrangements alone.

11. Verizon continues to attempt to impose these non-recurring charges¹⁰ notwithstanding its failure to follow the procedures set forth in Verizon's FCC Tariff No. 11 that

⁸ Verizon Telephone Companies, Tariff FCC No. 11, Access Service, § 28 ("Verizon FCC Tariff No. 11").

⁹ These charges include, but are not limited to, fifty percent of the non-recurring Expanded Interconnection Space and Facility charge.

¹⁰ CTC had paid 50% of the Space and Facility non-recurring charges for each of these terminated collocation arrangements by the time that CTC reviewed Verizon's proposal for design and construction work. CTC's concerns relate to the remaining 50% of the Space and Facility non-recurring charges for the terminated collocation arrangements.

trigger a CLEC's liability for such charges. Specifically, Verizon failed to follow its own procedures in Section 28.3.1 of the tariff which provide that:

The balance of the Space and Facility nonrecurring charges will be billed to the customer at the time [Verizon] *grants occupancy* of or 30 days from the date [that Verizon] *provides access* to the multiplexing node, cable space and/or conduit to the customer as specified in Section 28.2.3(A).

Verizon FCC Tariff No. 11, Section 28.3.1 (emphasis added). Specifically, Verizon has billed CTC for the balance, or fifty (50%) percent, of the Space and Facility non-recurring charges for the terminated collocation spaces notwithstanding the fact that Verizon never granted CTC "occupancy" and never "provided access" to the space as required by the tariff. In fact, Verizon continues to deny CTC "access" to the collocation arrangements. Indeed, Verizon's only contemporaneous correspondence regarding the issue is a form letter merely stating that "the following collocation job is scheduled to be completed shortly."¹¹ Because this form letter does not provide CTC "occupancy" or "access" to its collocation arrangements under the tariff, it does not trigger any obligation for CTC to pay the remaining 50% of the non-recurring charges (approximately \$29,088.56 for each collocation arrangement in Rhode Island). Nor was any obligation for CTC to pay the remaining 50% of the non-recurring charges triggered by any other action on Verizon's part.

12. Further, Verizon has also refused to provide CTC with access to either of these terminated collocation sites in order for CTC to access whether Verizon has completed any or all of the construction effort required prior to acceptance of the collocation arrangements by CTC. Verizon, had in fact indicated that some of the collocation sites had actually been restored to their original condition. Verizon has also refused to provide any form of supporting

¹¹ See, e.g., Attachment CTC-01, Letter from Patti Murray of Bell Atlantic Wholesale Network Services to Richard C. Riley of CTC, at 1 (April 27, 2000).

documentation as evidence that the requisite cage design, engineering, and construction effort was ever completed, that any costs were incurred, or that subsequently work had been done to restore the collocation space to its original condition.

13. Additionally, at the December 18, 2001 formal meeting, Verizon agreed that, effective December 18, 2000, Verizon would cease billing CTC for the monthly recurring charges for approximately twenty nine (29) terminated collocation arrangements located in five states, including collocation arrangements at the following three (3) Verizon central offices in Rhode Island: East Providence, 789 N. Broadway, CLLI EPRVRINB; Providence, 1096 Broad Street, CLLI PRVDRIBR; and Pawtucket, 85 High Street, CLLI PWTCRIHI.¹² The monthly recurring charges sought by Verizon for each of the three Rhode Island collocation arrangements amount to approximately \$2,975.00 per arrangement, per month. Notwithstanding its agreement to cease billing the monthly termination charges, Verizon continued to bill CTC for these charges after December 18, 2001 for collocation arrangements in Rhode Island and five other states. At present, Verizon improperly seeks to impose these monthly recurring charges through January 17, 2001.¹³

COMPETITIVE CHECKLIST ITEM 2 (NON-DISCRIMINATION) AND ITEM 4 (LOCAL LOOPS) AND ITEM 5 (LOCAL TRANSPORT)

14. Section 271(c)(2)(B)(ii) of the Act requires an RBOC seeking in-region interLATA authority to offer “nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).”¹⁴ Section 251(c)(3), in turn, requires

¹² Attachment CTC-02, May 2, 2001 Letter from Michael Donnellan of CTC to Mary McNabb of Verizon.

¹³ Verizon had previously sought to improperly impose these monthly recurring charges from December 18, 2000 to July, 2001. Apparently, Verizon modified its position on September 5, 2001, and now seeks to impose these improper charges from December 18, 2000 to January 17, 2001.

¹⁴ 47 U.S.C. § 271(c)(2)(B)(ii) (“Checklist Item II”).

incumbent LECs “to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory.”¹⁵

15. Verizon claims that its Rhode Island interconnection agreements, including but not limited to CTC’s interconnection agreement with Verizon, provide terms and conditions “that enable it to provide nondiscriminatory access to network elements.”¹⁶ Additionally, Verizon claims that it “provides access to network elements, separately and in combined form, in the same manner provided by Verizon MA,¹⁷ which the FCC has recently found to be satisfactory.”¹⁸ More specifically, Verizon contends that it provides unbundled local loops, including high capacity loops, subloops, and local transport using substantially the same processes and procedures in Rhode Island that that it uses in Massachusetts.¹⁹

16. Verizon’s assertions that it provides access to network elements in Rhode Island “in the same manner as provided by Verizon MA” and using the same procedures it employs in Massachusetts are patently false with respect to unbundled dark fiber loops, subloops, and transport. Verizon offers CLECs significantly more favorable terms and conditions regarding the dark fiber unbundled network element in Massachusetts than it offers to CLECs in Rhode Island. For example, in Massachusetts, Verizon MA will perform splicing at the CLEC’s request on a time-and-materials basis in order to make a fiber strand “continuous by joining fibers at

¹⁵ 47 U.S.C. § 251(c)(3).

¹⁶ Checklist Declaration, at ¶ 99.

¹⁷ New England Telephone and Telegraph Company d/b/a Verizon Massachusetts (“Verizon MA”).

¹⁸ Checklist Declaration, at ¶ 100.

¹⁹ Checklist Declaration, at ¶¶ 100, 130, 169, 201, and 209.

existing splice points within the same sheath.”²⁰ In sharp contrast to the terms it offers in Massachusetts, in Rhode Island, Verizon refuses to “open existing splice points” and perform splicing upon a CLECs request in order to make a strand “continuous” and available for unbundling.²¹ As a result of Verizon’s policies, continuous dark fiber routes are often unavailable in Rhode Island and other Verizon operating territories.²²

17. Verizon’s policies in Rhode Island regarding the splicing of dark fiber, the routing of dark fiber through intermediate offices, and the availability of dark fiber to CLECs are also less friendly to competition than in Massachusetts. For example, in Rhode Island, Verizon provides dark fiber transport only where at least one end of the dark fiber transport terminates at a Verizon accessible terminal in a Verizon central office that can be cross connected to the CLEC’s collocation arrangement. Further, in Rhode Island, dark fiber is only “offered on a route-direct basis” (*i.e.*, no intermediate offices).²³ In Massachusetts by contrast, a CLEC may access dark fiber, including dark fiber transport, at hard termination points (*e.g.*, fiber distribution frames), or for collocation arrangements, at the fiber tie augment on the POT bay,

²⁰ Verizon New England, Inc., Rates and Charges Effective in the Commonwealth of Massachusetts, DTE MA Tariff No. 17, Miscellaneous Network Services, Part B, § 17.1.1.A.1 (“Mass. DTE No. 17”); Verizon MA’s Unbundled Dark Fiber Service Description, Aug. 31, 2000, at ¶ 1.1 (“Mass. Service Description”). The provisions of the Verizon’s Massachusetts DTE Tariff No. 17 regarding dark fiber unbundled network elements are attached herein as Attachment CTC-03. Version’s Mass. Service Description which describes its dark fiber unbundled network offering as submitted to the Massachusetts DTE is attached herein as Attachment CTC-04. The Mass. Service Description was submitted as required by the DTE in *New England Telephone and Telegraph Company d/b/a Bell Atlantic Massachusetts*, Decision P.U./D.T.E. 96-83, 96-94-Phase 4-N (Mass. DTE Dec. 13, 1999).

²¹ Verizon’s Proposed Interconnection Agreement, §§ 8.5.2, 8.5.3 (“A strand shall not be deemed continuous if splicing is required to provide fiber continuity between two locations.”). Verizon’s proposed terms for the dark fiber UNE in Rhode Island are attached herein as Attachment CTC-05.

²² On September 5, 2001, for example, CTC received notice from Verizon that there were “no fibers” available between Verizon’s Burlington, Vermont Central Office (CLLI BURLVTMA) and CTC’s office at Williston, Vermont (CLLI WLSTVT07).

²³ Verizon’s Proposed Interconnection Agreement, §§ 8.2, 8.3, 8.4, 8.5.1, 8.5.2, and 8.5.3.

and, significantly, "at existing splice points."²⁴ Most importantly, Verizon will perform splicing to join fibers at existing splice points in Massachusetts.²⁵ Further, in Massachusetts, Verizon will provide intermediate cross connections in intermediate wire centers.²⁶ As a result, dark fiber is potentially more widely available to CLECs in Massachusetts than it is in Rhode Island.

18. Verizon's policies regarding maintenance spares and reservation of dark fiber severely limit the quantity of dark fiber that is characterized as "spare" and "available" to CLECs in Rhode Island as compared to Massachusetts. While in Massachusetts, Verizon may reserve a quantity of fibers in a cable as "maintenance spares" that are not available to CLECs as unbundled dark fiber,²⁷ maintenance spares are limited to a maximum of five percent of the fibers in a sheath with a minimum of two fibers reserved in cables with 12 to 24 fibers and no more than 12 reserve fibers in larger fiber cables.²⁸ Moreover, Verizon MA must inform the CLEC in writing if it denies a request for dark fiber and has reserved fibers for its own business needs in excess of these amounts for maintenance spares.²⁹ Additionally, in Massachusetts Verizon will not reserve fiber pairs for unknown and unspecified future growth and, in fact, will not reserve fiber pairs unless such fibers have been "installed or allocated to serve a particular customer in the near future."³⁰ Further, Verizon has agreed to provide documentation in

²⁴ Mass. DTE No. 17, § 17.1.1.D; Mass. Service Description, at ¶¶ 1.1, 1.2, 1.15 and 1.16.

²⁵ Mass. DTE No. 17, § 17.2.1.B; Mass. Service Description, at ¶¶ 1.1, 1.2, 1.15 and 1.16 ("In the case of interconnection at an existing splice point, Verizon-MA, using current Verizon-MA approved splicing methods, will connect to a fiber optic cable provided, installed and maintained by the CLEC.").

²⁶ Mass. DTE No. 17, §§ 17.1.2.A.1; 17.2.1.B, 17.2.1.G (Verizon "will provide intermediate cross-connections between fiber distribution frames in intermediate wire center(s).").

²⁷ Mass. DTE No. 17, § 17.4.2.A; Mass. Service Description, at ¶ 1.6.

²⁸ Mass. DTE No. 17, § 17.4.2.A; Mass. Service Description, at ¶ 1.6.

²⁹ Mass. DTE No. 17, § 17.4.2.A.1; Mass. Service Description, at ¶ 1.6.

³⁰ Mass. Service Description, at ¶ 1.7; see, Mass. DTE No. 17, § 17.4.1.A (Where Verizon "has received a specific order for fiber-related service from a given customer, the fiber will be reserved for that customer.").

Massachusetts supporting any assertion by Verizon that spare dark fiber is not available for lease as an unbundled network element.³¹ By contrast in Rhode Island, Verizon maintains nearly unbridled discretion to assert that dark fiber is not “available” to CLECs as an unbundled network element, and Verizon will not agree to support any such assertion by providing relevant documentation to CLECs.³²

19. Notwithstanding Verizon’s bald assertion that it provides nondiscriminatory access to unbundled network elements to CLECs,³³ Verizon has failed to carry its burden of showing that it provisions dark fiber unbundled network elements to CLECs in the same manner as it provides to itself and its affiliates. For example, Verizon refuses to repair dark fiber loops, subloops, and transport that have been provided to CLECs so long as such dark fiber is “capable of transmitting light,” even if the transmission characteristics have deteriorated such that the fiber is useless.³⁴ In addition, in Rhode Island, Verizon will not make dark fiber available to CLECs where the fiber is located in a cable vault, manhole, or other location outside the Verizon wire center and is not terminated to a fiber patch panel.³⁵ This practice unduly limits the amount of dark fiber in Rhode Island that is characterized by Verizon as “spare” and “available” to requesting CLECs as unbundled network elements because Verizon often does not terminate the fiber until it is required by Verizon for its own use. In sum, Verizon has not demonstrated that it

³¹ Mass. Service Description, at ¶ 1.8; *see*, Mass. DTE No. 17, § 17.4.2.A.1.

³² *See, e.g.*, Verizon’s Proposed Interconnection Agreement, § 8.5.11.

³³ Checklist Declaration, at ¶ 99.

³⁴ Verizon’s Proposed Interconnection Agreement, § 8.5.18.

³⁵ Verizon’s Proposed Interconnection Agreement, §§ 8.5.2, and 8.5.5 (“Unused fibers located in a cable vault or a controlled environmental vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to CLEC.”).

treats CLECs in a manner similar to the manner in which it treats itself and its affiliates with respect to the provision and repair of dark fiber network elements.

OPERATIONS SUPPORT SYSTEMS ("OSS")

20. In its OSS Declaration, Verizon states that it provides a daily Line Loss Report to CLECs that provides "the information specified by OBF standards – the working telephone number and the date the end user converted to the new service provider – as well as additional information identifying the customer type, billing telephone number, *the old local service provider, and the new local service provider.*"³⁶ Further, Verizon maintains that the "accuracy of these reports is very high."³⁷

21. Notwithstanding Verizon's assertions to the contrary, Verizon's Line Loss Reports often contain errors and omissions. For example, Verizon's Line Loss Reports do not consistently provide the name of the old and new local service provider as asserted by Verizon.³⁸ Rather, Verizon's Line Loss Reports most often fail to identify the specific old and new local service providers, and instead, provide only an indicator regarding the type of local service provider (e.g., R = Resale, U = UNE, C = Facilities Based CLEC).³⁹ This persistent omission in the Line Loss Report makes it difficult for a CLEC to determine when a customer has left the CLEC for another service provider. In addition, on resold lines, when the class of service is changed, or a feature or line is added or disconnected, the line appears on the Line Loss Report,

³⁶ OSS Declaration, at ¶ 121 (emphasis added).

³⁷ OSS Declaration, at ¶ 122.

³⁸ OSS Declaration, at ¶ 121.

³⁹ Verizon admits in its CLEC Reseller Handbook that it routinely provides only an indicator, rather than the actual identity of the old and now local service providers as alleged in its OSS Declaration at paragraph 121. The appropriate page of the CLEC Reseller Handbook can be found at http://www.bell-atl.com/wholesale/html/handbooks/clec_resale/volume_2/cr2s5_8.htm. CLEC Reseller Handbook, Volume 2, § 5.8 Line Loss Report (last visited on September 7, 2001).

when in fact the local service provider has not changed. Accordingly, as a result of these errors and omissions, CTC has often experienced difficulty in determining when and if a CTC customer has left CTC's local service.

22. In its OSS Declaration, Verizon also asserts that it provides timely and accurate wholesale bills to CLECs.⁴⁰ Contrary to Verizon's assertion, CTC has experienced chronic problems with wholesale bills provided by Verizon. For example, CTC has been charged the month to month rate for T1 and T3 access circuits order from Verizon, despite the fact that these circuits were ordered at a lower rate under a sixty or eighty-four month term. Months after CTC brought these errors to Verizon's attention, Verizon has yet to correct this billing problem and has not provided a full credit for the overcharges. Additionally, Verizon has informed CTC that it intends to back bill CTC in New York, Rhode Island and other states for monthly recurring charges for voice grade loop terminations associated with collocation arrangements ordered under FCC tariff No. 11, even though this tariff does not contain any such charges.

23. Contrary to Verizon's assertion that it provides timely and accurate wholesale bills to CLECs, Verizon has consistently backbilled CTC for a large percentage of the new monthly recurring charges incurred by CTC as shown in Attachment CTC-06. The column labeled "% of" in Attachment CTC-06 shows the percentage of new monthly recurring charges that were backbilled by Verizon in Rhode Island and other states for each month from January, 2001 through July, 2001. In June, 2001, for example, of the new monthly recurring charges for Rhode Island, 74% were backbilled charges from prior months.

24. Verizon's procedures and systems for responding to claims submitted by CLECs for credits due to inaccurate billing on its wholesale bills are also deficient. Verizon boasts that

⁴⁰ OSS Declaration, at ¶ 118-119.

it will process CLEC claims within thirty (30) days, however, it has been CTC's experience that CLEC claims often take a minimum of sixty (60) days to resolve and often take four to five months. In addition, while typically, CTC has remitted payment on charges prior to submitting a claim that the charge was inaccurate, Verizon has been erratic in its payments of interest due to CTC on claims resolved in favor of CTC. Most egregiously, Verizon has insisted that CLECs submit a Local Service Request ("LSR") to Verizon's provisioning organization before Verizon will attempt to resolve certain bill credit issues.⁴¹ This practice needlessly delays the resolution process and needlessly imposes internal costs upon CLECs. It may result in the CLEC incurring a service charge for processing of the LSR.

25. This completes CTC's Declaration.

Counsel for CTC Communications Corp.

By: Ronald W. Del Sesto
Eric J. Branfman
Edward W. Kirsch
Ronald W. Del Sesto, Jr. RI Bar # 5925
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007
Tel: (202) 424-7500
Fax: (202) 424-7645
ejbranfman@swidlaw.com
ewkirsch@swidlaw.com
rwdelsesto@swidlaw.com
and

Pamela L. Hintz
CTC Communications, Corp.
Director of Regulatory and Tariff Compliance
360 Second Avenue
Waltham, MA 02451

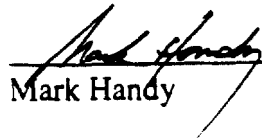
⁴¹ Several months ago, Verizon's Lenard G. Canalini agreed to change the bill credit resolution process so that CTC would not be required to submit an LSR, however, this change has not been implemented to date.

(781) 466-1242 (Tel.)
(781) 466-1306 (Fax)
hintzp@ctcnet.com

September 10, 2001

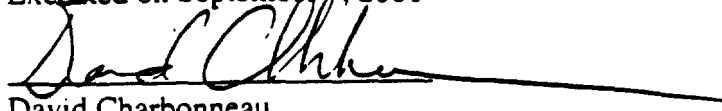
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 7, 2001


Mark Handy

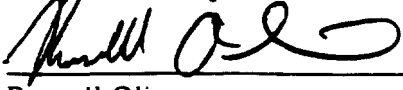
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 7, 2001


David Charbonneau

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

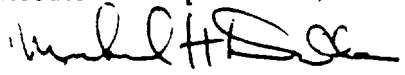
Executed on September 7, 2001

A handwritten signature in black ink, appearing to read "Russell Oliver", written over a horizontal line.

Russell Oliver

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 7, 2001

A handwritten signature in black ink, appearing to read "Michael H. Donnellan", written over a horizontal line.

Michael H. Donnellan

CERTIFICATE OF SERVICE

I certify that I have served a copy of CTC Communication Corp.'s Declaration in Docket No. 3363 upon the entities and persons set forth in the attached Service List electronically and via overnight delivery or U.S. mail, this 10th day of September 2001.

Edward W. Kirsch

Edward W. Kirsch